

1 MR. BERLIN: Starting with the letter that was
2 reportedly or the fax that was reportedly asking for an
3 extension of time.

4 JUDGE LUTON: All right. Hold it. Let me catch
5 up.

6 MR. BERLIN: That's on the 8th I believe of July.

7 JUDGE LUTON: Mr. Inman, I've got all kinds of
8 faxes and letters and loose stuff. It isn't organized. And
9 so it's hard to deal with. Okay. July 8th letter a request
10 for time. Okay.

11 MR. BERLIN: As you stated earlier, it is not in
12 the form required and it presupposes that an extension will
13 be approved. But being the most generous, it certainly
14 cannot serve as an exhibit itself that when it just purports
15 to be an extension of time to talk about reasons why they
16 hadn't constructed and so forth. And it wasn't an exchange
17 of the exhibit. It was just a fax.

18 JUDGE LUTON: I didn't understand this to be
19 offered as an exhibit here.

20 MR. BERLIN: Well, so far nothing has really been
21 offered as an exhibit.

22 JUDGE LUTON: It's intended to be an exhibit. I
23 mean, what would it. More in the nature of a pleading to me
24 asking for more time. That's all. I never saw it as even
25 remotely constituting an exhibit in support of the

1 licensee's direct case.

2 MR. BERLIN: The only reason that I could maybe
3 stretch it to think that's what Mr. Inman was suggesting
4 because he did not actually submit an exhibit of his own or
5 a statement of his own and so he may be under the impression
6 that just piecing together bits here and bits there comprise
7 his statement.

8 JUDGE LUTON: This will not no matter how we come
9 out, this letter will not constitute any part of the direct
10 case exhibit.

11 MR. BERLIN: All right. Then we go to the --

12 JUDGE LUTON: Well, I want to ask the Bureau about
13 this letter, whether it has objections to the time which it
14 was made and never acted upon. Mr. Inman simply took
15 himself some more time here. Is the Bureau going to
16 complain about that?

17 MR. BERLIN: Technically speaking, I suppose I
18 should object. But I have been working with Mr. Inman to
19 try to get him to, because I knew he was without counsel, to
20 try to get him to file the things he was supposed to do when
21 he was filing them. And when the day came for July 8th for
22 the exchange of exhibits and nothing had been submitted, I
23 did talk to him and said at the very least fax something in.
24 Something you can't just snub your nose at the presiding
25 judge. You have to at least ask for an extension of time.

1 And that was -- you just can't stay quiet and not say
2 anything at all. So I will not object to this under those
3 circumstances because I have been trying to reach out to
4 help him and did actually suggest that he do it at least
5 this very little bit which really wasn't totally --

6 JUDGE LUTON: All right.

7 MR. BERLIN: But then we get to the, we did file
8 ten days later on July 18th. And there are two letters.
9 The first one as has been mentioned before is the one from
10 Mr. Schult. And we would object to this letter because it
11 really didn't say anything particularly and also because it
12 was unsworn.

13 In addition, part of the second paragraph, the
14 part that says commencing July 31st, 1996 with a goal of
15 having the facility completed, functional and on the air no
16 later than October 31st, 1996. This is a matter that
17 Mr. Schult would really have no direct knowledge of. It
18 would just be something that presumably Mr. Inman would have
19 told him, but it's not something that Mr. Schult would
20 really know about. So even if the letter were to be
21 admitted, that part should be excised from it. Then as far
22 as the letter from --

23 JUDGE LUTON: I could argue with you about that.
24 What I'm interested in now is objections to the documents
25 themselves, the content of the documents.

1 MR. BERLIN: And Mr. Goss's letter as well is not,
2 is not a sworn letter.

3 JUDGE LUTON: Not only that, it's not relevant to
4 anything.

5 MR. BERLIN: And it doesn't really say anything
6 that would be of benefit here. Then we go into --

7 JUDGE LUTON: Wait a minute. I'm going to -- as I
8 go along here I've got to make some decisions. This letter
9 submitted on the RDG Custom Electronics letterhead by
10 Mr. Goss, whoever he is, I'm going to exclude because I
11 don't see any relevance, even if it were offered I would
12 exclude it.

13 MR. INMAN: Your Honor, may I respond to that?

14 JUDGE LUTON: Yes.

15 MR. INMAN: The purpose of that letter is to show
16 that I have made some headway towards beginning construction
17 of this radio station. That was the purpose of this letter
18 from Mr. Goss.

19 MR. BERLIN: But if there's any progress that is
20 being made, then that should come from a statement from
21 Mr. Inman. And that has not been submitted.

22 JUDGE LUTON: Nothing fits here, but I would be
23 slow, very slow, with Mr. Inman sitting right there to deny
24 him an opportunity to talk about the progress, show us the
25 progress that has been made either by putting him on the

1 stand or by accepting this RDG Custom Electronics letter for
2 the purpose that he's stated here. But then doing it that
3 way, Mr. Goss isn't here to talk about all of this. So I
4 suppose Mr. Inman would make a better witness.

5 MR. INMAN: Your Honor.

6 JUDGE LUTON: Yes.

7 MR. INMAN: On Mr. Goss's letter after speaking
8 with Mr. Berlin and he informed me that these letters that
9 they needed to be notarized or the quotation that he said,
10 spoke of earlier, needed to be on something to verify that
11 they were giving sworn testimony. I immediately contacted
12 Mr. Goss. He redid the letter, sent it to me with a note
13 that it was -- and it has been notarized to that effect.
14 And I don't have a problem getting on the stand that he says
15 he's done I have paid him to do. And I have been making
16 some progress. And I am ready to begin construction.

17 MR. BERLIN: Your Honor, I did not receive any
18 copy --

19 JUDGE LUTON: I've got to get through this first.

20 MR. BERLIN: I did not receive a copy of the
21 notarized letter.

22 MR. INMAN: That's because I just received it
23 before I left yesterday. But I only talked with you about
24 it a few days ago also.

25 MR. BERLIN: That's correct.

1 MR. INMAN: And Mr. Berlin, I want you to know I
2 do -- you have helped me and I do appreciate it. And I
3 might not have done things right, but I've tried to the best
4 of my knowledge.

5 JUDGE LUTON: So the purpose of the RDG Custom
6 Electronic letter, Mr. Inman, is an effort by you to show
7 that you have made some progress towards construction, is
8 that correct?

9 MR. INMAN: Yes, sir.

10 JUDGE LUTON: Well, whether this letter -- well,
11 with that understanding, Mr. Berlin, does the Bureau object
12 to the receipt of the letter assuming it were offered?

13 MR. BERLIN: Which letter was that?

14 JUDGE LUTON: The RDG Custom Electronics letter
15 dated July 18, 1996 to Jack Inman, AJI Broadcasting,
16 Whiteville, North Carolina. That letter.

17 MR. BERLIN: Because it is now sworn, well, it
18 was --

19 JUDGE LUTON: If you object, you object. If it's
20 not sworn, state your objection on that basis.

21 MR. BERLIN: But it's only been sworn yesterday,
22 is that correct?

23 JUDGE LUTON: I don't know whether it's sworn at
24 all ever. It doesn't appear

25 MR. BERLIN: The letter that was submitted in

1 evidence, the letter that was submitted as an exhibit is not
2 sworn at all. So as far as what was submitted, we would
3 object.

4 JUDGE LUTON: And, Mr. Inman --

5 MR. INMAN: Yes, Your Honor. I do have it right
6 here.

7 JUDGE LUTON: You have what? A copy of this
8 letter notarized. Where is Mr. Goss? At one point, you
9 intended to have him come him. What happened to him?

10 MR. INMAN: I couldn't bring him up here. I came
11 in at the last minute. I got up here at 3:00 o'clock this
12 morning. I drove up here myself.

13 JUDGE LUTON: Okay. I don't want to talk about
14 this letter anymore. I think, Mr. Inman, you're in the best
15 position to talk about, to tell us for the record if we ever
16 get that far, what steps you have taken to get the station
17 back on the air. This letter here signed by somebody who's
18 not here and the notarized thing over there, that's not,
19 that doesn't constitute a sworn paper either.

20 So I don't see how I can possibly accept any of
21 this. You may have an opportunity to talk about the things
22 you've done again if we get that far. So I'm going to put
23 that letter aside. And again, that's the RDG Custom
24 Electronics letter of July 18, 1996. No matter what it
25 says, it isn't saying it in the right way. That is to say

1 that letter itself doesn't come before me in the proper way.
2 Consequently, I'm not going to receive that in any event.

3 We will probably have some discussion about
4 whether to permit you to take the stand, Mr. Inman. And
5 we'll deal with it as best we can. Mr. Berlin, go ahead.
6 You've gotten two of these things, the extension of time
7 request, the July 18 letter. That's not going anywhere.
8 That's by the board.

9 MR. BERLIN: Then the other one is two letters,
10 one on July 18th and one last night from Mr. Schult.

11 JUDGE LUTON: Right.

12 MR. BERLIN: Just based on what was there on
13 July 18th, we would object to that one just as we objected
14 to the one from Mr. Goss, that there was -- it was
15 irrelevant and it didn't, wasn't properly sworn. And then
16 this fax from last night which was first of all untimely,
17 but it would appear to perhaps change that a little bit, but
18 stretching things. But as I mentioned earlier, the focus if
19 this is all admitted into evidence is then not on Mr. Schult
20 but in fact on the person he is getting the funding from.

21 So I guess we'll start out with an objection that
22 as far as the first letter that it's, that it's irrelevant
23 and it's not properly sworn.

24 JUDGE LUTON: Now, that's the first letter being
25 what --

1 MR. BERLIN: The one on July 18th. Which actually
2 itself was late because there was no extension of time
3 actually granted

4 JUDGE LUTON: Apart from the lateness aspect,
5 Mr. Inman, does this letter, the one dated July 18th, from
6 Tex Rock Radio, Incorporated, does it help your case at all?
7 If so, how?

8 MR. INMAN: It shows that I have someone that is
9 prepared to fund construction and operation, startup
10 operation of my radio station.

11 JUDGE LUTON: At best a letter of intent. It is
12 TR's intent to assist you.

13 MR. INMAN: Yes.

14 JUDGE LUTON: It says nothing about the extent of
15 that existence. It doesn't tell us the nature. How are you
16 going to do it? With what? And the letter it tells
17 approximate terms of an acknowledgement of the negotiations
18 we have had. And the agreements we have reached. Perhaps
19 reflects some understanding between the parties, some
20 agreement about something, but the letter itself doesn't
21 really tell us what those agreements may have been.

22 Now, what then -- there's that letter which to me
23 doesn't say a great deal. There's another one July 25. Oh,
24 this is RJ Financial here. And it talks about a funding
25 commitment, but this is not a commitment to KYEG. Instead,

1 this talks -- this is a commitment to --

2 MR. INMAN: Tex Rock.

3 JUDGE LUTON: To Tex Rock. I can't accept this
4 letter. This is something that you were surprised by
5 yourself. You didn't expect it. You didn't solicit it.
6 You just, isn't that what you said? This Mr. Stevens thing,
7 you didn't know anything about him.

8 MR. INMAN: No, that's not exactly what I said,
9 Your Honor.

10 JUDGE LUTON: What did you say?

11 MR. INMAN: What I said was I don't know
12 Mr. Stevens. I've never spoken to Mr. Stevens. I said that
13 I knew of Mr. Stevens. I knew that he was the guy that was
14 financing Tex Rock Radio for their ventures in the
15 broadcast, acquisition of broadcast properties in the State
16 of Texas.

17 JUDGE LUTON: But in exercising your own
18 responsibility for putting together your own case for this
19 proceeding, you did not go out and seek anything from
20 Mr. Stevens did you to show anything having to do with
21 Mr. Stevens?

22 MR. INMAN: No, I didn't.

23 JUDGE LUTON: So then is it fair to assume that
24 you didn't intend that anything that Mr. Stevens had was to
25 constitute a part of your case?

1 MR. INMAN: Your Honor, Mr. Schult sent that to
2 show that he had --

3 JUDGE LUTON: That's what Mr. Schult did. But
4 for -- just viewing Mr. Inman's own actions, Mr. Inman did
5 not go out and solicit anything from Mr. Stevens.

6 MR. INMAN: No, sir. My --

7 JUDGE LUTON: Even though Mr. Inman as he just
8 told us had some knowledge of Mr. Stevens and was of the
9 belief that Mr. Stevens was in a position to supply some
10 amount of funding to Mr. Inman. You knew all of that and
11 yet you didn't undertake to solicit anything by way of a
12 statement from Mr. Stevens. Then why then should I accept a
13 statement from Mr. Stevens under these circumstances, under
14 these conditions? Simply because it's a statement written
15 and submitted by Dane Schult? I don't think so. That's not
16 a sufficient reason.

17 MR. INMAN: The reason that was included was
18 because of my telephone conversation with Mr. Berlin. He
19 informed me that I needed to be able to show where Tex Rock,
20 whether or not Tex Rock had the capabilities financially to
21 assist me in constructing the radio station. In my
22 conversation with Mr. Schult, Mr. Schult said that's not a
23 problem. I will show, I'm prepared to show that we do have
24 the funding to back you. Mr. Schult sent this letter to
25 show that he did in fact have the financial backing to

1 assist me in constructing this radio station.

2 JUDGE LUTON: Where does that letter show that?

3 I'm talking about the July 25, 1996 letter.

4 MR. INMAN: From Mr. Stevens.

5 JUDGE LUTON: That's right. And you said that
6 this letter shows that Tex Rock has the financial backing of
7 I guess RJ Financial. RJ Financial says very little here it
8 seems to me. It's our commitment to you. What's the nature
9 of that commitment? How much money? Under what terms and
10 conditions? It doesn't say. It just says the terms have
11 been discussed and I'll be back to you later with a payoff
12 schedule.

13 MR. BERLIN: And moreover, it doesn't --

14 JUDGE LUTON: Excuse me --

15 MR. BERLIN: -- the station.

16 JUDGE LUTON: I don't know what this means. I
17 would expect to be able to have that over the next five days
18 as we have to post a four percent commitment to -- I have
19 raised the investors to do that portion of it. This is very
20 uninformative it seems to me, Mr. Inman. I don't believe
21 that it shows, it shows the ability of RJ Financial to
22 finance anything having to do with Tex Rock. It talks about
23 Tex Rock. It hints that RJ Financial expects to play some
24 kind of role, but we don't know the nature of the role or
25 its extent. We certainly don't know that. What's the

1 Bureau's objection to that one?

2 MR. BERLIN: To Mr. Stevens' letter?

3 JUDGE LUTON: Yes.

4 MR. BERLIN: That it is irrelevant. It does
5 not -- there's no statement here or no additional
6 information here that Mr. Stevens --

7 JUDGE LUTON: It's immaterial. There is no real
8 evidentiary value there, is there?

9 MR. BERLIN: No.

10 JUDGE LUTON: I just don't see any quite frankly.

11 MR. BERLIN: That they don't have -- that he has
12 any money either.

13 JUDGE LUTON: It doesn't show the ability of RJ
14 Financial. It doesn't show anything. I guess if something
15 is irrelevant. That says that it's immaterial as well. So
16 I'll just leave it on irrelevant. Completely irrelevant.
17 Certainly uninformative. No probative value. Doesn't tend
18 to prove anything other than perhaps some good faith on RJ
19 Financial's part. Well, this good faith isn't being
20 questioned here this morning. I'm going to put that aside.

21 I'm left now with the July 18 and July 29 letters.
22 That first one we talked about, well, we talked about both
23 of these, but we most recently talked about the July 18
24 letter which says it's Tex Rock's intent to assist you in
25 the funding. It doesn't say how, conditions. It doesn't

1 say how much. It doesn't say anything really. If you need
2 additional information, don't hesitate to contact me. By
3 all means additional information is needed here. That
4 letter seems to me says nothing. What's the Bureau's view?
5 Of course, you're going to agree with the Judge, aren't you?

6 MR. BERLIN: Your Honor, yes. In fact, that's
7 exactly why we withdrew our request for cross examination of
8 Mr. Schult because the letter, there is just nothing there
9 in the letter even to be submitted into evidence. There was
10 no statement at that point --

11 JUDGE LUTON: This letter, this is just --

12 MR. BERLIN: -- that there was any ability to pay.
13 So our --

14 JUDGE LUTON: No probative value on any issue in
15 the case. I'm going to put that one aside.

16 MR. BERLIN: And that's what our July 24th letter
17 withdrawing his name was based on. Of course, now, with the
18 July 29th letter coming in --

19 JUDGE LUTON: You keep getting ahead of me. I'm
20 coming to that one next. Here attached to one of these
21 letters there's a background statement on Dane Schult. It
22 wasn't submitted by Mr. Schult, but rather by Mr. somebody,
23 Stevens I guess. In any event, don't need it. It's not
24 probative of anything. I'm going to put that aside.

25 Then this last minute submission here, Mr. Schult

1 tells us about Tex Rock radio. Mr. Schult tells us about
2 Tex Rock radio and it gives us some good looking detail here
3 about just what it is Tex Rock can be expected to do. It's
4 anticipated that it would loan AJI up to \$200,000, long term
5 would be seven years, 20 year amortization with a balloon at
6 the end of year seven. Interest rate two percent or less
7 over prime. AJI would be required to pledge its assets and
8 stock in a certain manner until the loan is repaid.

9 Then the letter goes on to tell us about the
10 Stevens letter and how Tex Rock expects that it will be
11 enabled to follow through on the terms that I just read and
12 that creates additional doubt, uncertainty. What are the
13 Bureau's objections to that letter?

14 MR. BERLIN: Well, first of all, the untimeliness
15 of this. I mean, it only came in about midnight last night.
16 That's the first big one. But here is also a problem we had
17 with the first letter in that there is no showing that Tex
18 Rock has these funds to loan.

19 JUDGE LUTON: Isn't that a fair statement to make,
20 Mr. Inman, on the basis of what we now know? There is no
21 showing that Tex Rock is able to follow through on this
22 \$200,000 proposed loan to KYEG. Why is there no showing?
23 Because Tex Rock itself talks vaguely, vaguely, about help
24 that it expects to get from what it calls its primary funder
25 which would be RJ Financial I suppose. Without looking I

1 think that's it. Isn't it fair to say then that there is no
2 showing that Tex Rock is able to carry it through? In fact,
3 there is more of a contrary showing, one that Tex Rock is
4 not by itself able to carry through.

5 MR. INMAN: No, sir.

6 JUDGE LUTON: You don't think so?

7 MR. INMAN: I don't think so, Your Honor.

8 JUDGE LUTON: Why is that?

9 MR. INMAN: I think the letter from RJ Financial,
10 Incorporated shows that Tex Rock has, not only has the money
11 but it states on here that money will begin going out to
12 them on such and such a date, being paid out to them on such
13 and such a date. It's already been approved. That was the
14 purpose of our letter there, to show that their funding was
15 approved. I admit it does not show how much has been
16 approved. I know how much if you will accept my testimony
17 to that.

18 JUDGE LUTON: Well, don't worry about that. Just
19 looking at the letters here.

20 MR. INMAN: Yes, sir.

21 JUDGE LUTON: For the time being. Okay. You said
22 that the RJ Financial letter shows what? It shows that RJ
23 is --

24 MR. INMAN: Has already approved the funding to
25 Tex Rock.

1 JUDGE LUTON: What funding? How much funding?
2 What terms and conditions?

3 MR. INMAN: I'm not, I don't know what his terms
4 and conditions are. I know what my terms and conditions
5 are.

6 JUDGE LUTON: But you're not RJ Financial. We're
7 talking about RJ Financial here now. You seem to accept
8 that RJ Financial is able to do everything that it says it's
9 going to do and that whatever it says it's going to do, even
10 though it's not spelled out in detail here is going to
11 satisfy Tex Rock and Tex Rock is going to satisfy KYEG.
12 That's just one assumption after another. None of it is
13 stated. That's the difficulty I have with these papers.

14 MR. INMAN: I understand.

15 JUDGE LUTON: No doubt you've been close to the
16 situation. You believe, you've dealt with these people.
17 You know that people are all acting in good faith. And so
18 you probably have great difficulty in understanding how I
19 can question these letters. Well, I question the letters
20 because I have not been there because I only have what's
21 before me here. And the letters, this one in particular,
22 doesn't say anything about the funding to the size of the
23 funding to Tex Rock.

24 MR. INMAN: I understand.

25 JUDGE LUTON: It doesn't -- it says very, very

1 little.

2 MR. INMAN: It leaves too many grey areas. I
3 understand that. However, I have personally made moves to
4 start the construction of this radio station.

5 JUDGE LUTON: All right.

6 MR. INMAN: What I'm asking the Commission is to
7 give me three more months to build this radio station and I
8 will show you that my faith in these people are true. Or I
9 won't bother the Commission again. I've got 28 years
10 broadcasting experience in this business and I know, I know
11 the good ones from the bad ones. And I know I have a solid
12 deal with these people and I do trust them or I wouldn't
13 have driven all the way up here this morning.

14 JUDGE LUTON: Mr. Berlin, did you finish stating
15 the Bureau's objections to the July 29 letter? Untimely is
16 the only one that I heard.

17 MR. BERLIN: Well, also, now we would like to know
18 where the money is going to come from. And Mr. Schult
19 hasn't adequately demonstrated that he has it by submitting
20 a balance sheet or any financial statements. And he is not
21 here for us to ask him about it. Since we can't ascertain
22 that, we really can't say that the funding that \$200,000 is
23 actually available to a licensee.

24 JUDGE LUTON: All right. And in this instance the
25 Bureau cannot be faulted for not having Mr. Schult here

1 because this is Mr. Schult speaking after the time for the
2 Bureau to request witnesses has run or past that time.
3 Tex Rock, go ahead.

4 MR. INMAN: The Bureau relinquished the required
5 appearance of Mr. Schult and he supplied this in response to
6 it. They sent him a letter saying they didn't need to talk
7 to him.

8 JUDGE LUTON: Well, Mr. Inman, I think the way it
9 works is that -- or certainly the way that it's designed to
10 work is that a proposed witness submits writing, written
11 testimony, excuse me.

12 This being an adversarial proceeding, the other
13 side reviews that and determines whether or not there's
14 anything in that proposed testimony that it wants to ask
15 questions about, questions of the writer. The Bureau took a
16 look apparently at an earlier writing by Mr. Schult and
17 determined I believe Mr. Berlin said that it didn't say
18 anything.

19 Consequently, the Bureau's decided that there was
20 no need to call Mr. Schult if indeed this is all he's got to
21 say. We don't have any questions about that because it
22 doesn't amount to anything.

23 Now, Mr. Schult has spoken again in a paper that
24 the Bureau has received only this morning.

25 MR. INMAN: Yes.

1 JUDGE LUTON: You mean to tell me you think the
2 Bureau doesn't have an opportunity, shouldn't have an
3 opportunity to review that paper and make a determination
4 now about whether or not Schult says things in there the
5 Bureau would like to talk about.

6 MR. INMAN: Yes, sir. I think they should be able
7 to talk to them.

8 JUDGE LUTON: I thought you were resting your
9 argument on the fact that the Bureau had its one shot and
10 it's over and done with and that's that.

11 MR. INMAN: No, sir. No, sir. The point I was
12 making was the Bureau said that this should all be thrown
13 out because he was not here to testify on it. They required
14 him to be here and then told him he didn't have to be here.

15 JUDGE LUTON: No, but the same thing. The Bureau
16 told him he didn't have to be here because of what it
17 understood was going to be his testimony.

18 MR. INMAN: I understand.

19 JUDGE LUTON: This is his new testimony. The
20 Bureau's earlier or the rescission of the Bureau's request
21 for him before does not apply to this. This occurs
22 afterwards, after the fact so to speak. Many days
23 afterwards. There is no way in the world the Bureau can be
24 faulted for not requiring Mr. Schult for this testimony
25 because at the time the Bureau said it didn't want Schult,

1 if you recall its testimony, this hadn't appeared. I have
2 no difficulty at all with that one. Would the Bureau be
3 willing, well, first of all, let me make sure I've gotten
4 all of the objections the Bureau has to this last letter
5 here, July 29th.

6 MR. BERLIN: Yes, Your Honor. The untimeliness
7 and the need to cross examine and then irrelevance based on
8 what was just in front of us.

9 JUDGE LUTON: Earlier I spoke about one of those
10 letters having opened up. I think it was the one from
11 Stevens opening up an area of inquiry. If I were the
12 Bureau, I'd certainly want to ask about it, this June,
13 July 29 letter does the same thing. It says enclosed is a
14 commitment letter that TR has received from a funder. I'd
15 like to know what that's all about. And the Bureau I think
16 has every right to inquire about just what is that all
17 about?

18 Now, Mr. Schult isn't here and it's not because
19 the Bureau didn't request him but because Mr. Schult has
20 come in with a last minute surprise. And how did we get,
21 why don't we talk about Mr. Schult? Did you, Mr. Inman, ask
22 him to write this July 29 letter to us? Or you were
23 surprised yourself that it came in. Didn't you say that?

24 MR. INMAN: No, sir. The, the cover letter would
25 have been here anyway. In fact, the entire amount probably

1 would be here, with or without Mr. Schult's presence. The
2 reason this was sent was because in my conversation with
3 Mr. Berlin the question of RDG Custom Electronics was it had
4 to be notarized or sworn to. The letter on the 18th from
5 Mr. Schult was the same way. It was too vague and had not
6 been sworn too.

7 JUDGE LUTON: Sorry, I'm only asking about the
8 July 29 letter, the one that came in --

9 MR. INMAN: Exactly. That's the point I'm getting
10 at. The reason I have this notarized, the reason he sent
11 this, was to verify the two earlier letters that came in
12 that I sent on the 18th.

13 JUDGE LUTON: Did you know this was coming?

14 MR. INMAN: I didn't know what the content was.
15 I've got half of my car phone bill coming up here last night
16 between Mr. Frank Jazzo, their attorney up here and
17 Mr. Schult in Atlanta and myself right about the Virginia
18 line. And I should have received what the phone call is
19 because it was about, I think it was 25 minutes on the side
20 of the road there with my flashers going. Your Honor, all I
21 want is an opportunity to build my radio station. It's a
22 good one.

23 The one thing that excited me about the station
24 when I first found out about it was the fact I have spent
25 most of my broadcasting career on the East Coast where we

1 are radioed to death.

2 This is my first opportunity to own a radio
3 station with 100,000 watts in an area where my closest
4 competition with any power was 50,000 watts, 40 miles away.
5 It's not radioed to death out there. Although there is a
6 lot of areas with nothing but cactus and jackrabbits, there
7 is a lot of people in the towns and this covers a lot of
8 area.

9 JUDGE LUTON: Mr. Inman, there isn't very much
10 here by way of a direct case. As I've gone through these
11 documents and we have gone through these documents. The
12 July 8th exhibit or letter, rejected. The July 18 letter,
13 rejected. The July 25 letter I rejected.

14 We're left only with the July 29 letter which is
15 the last one you talked about that came in. I could reject
16 that one too since it's late. The Bureau has not had a fair
17 opportunity to decide anything about it. But I certainly
18 would imagine I'd like to talk to Mr. Schult about it, about
19 the letter. And I myself would like to hear Mr. Schult talk
20 to us about the relationship between Tex Rock and that
21 primary funder, RJ Financial. This is Tex Rock's commitment
22 if we want to call it that is dependent on its attaining
23 finances from yet another source.

24 In light of all that, there is no way that I can
25 accept this letter, certainly not in the absence of

1 Mr. Schult. At the same time, it seems to me it's the only
2 thing that you're left with, Mr. Inman. It's the only
3 possibility that you have. I don't want to shut down with
4 nothing really having been received from the licensee
5 particularly when the licensee has taken the trouble to come
6 all the way up here from North Carolina or Texas. Which was
7 it by the way? North Carolina?

8 MR. INMAN: I came up here yesterday from North
9 Carolina, but prior to that I was in Texas.

10 JUDGE LUTON: Suppose, Bureau, we put the next
11 session of this hearing over to a time when the Olympics are
12 over, Mr. Schult will be available, Mr. Stevens too if the
13 Bureau should want him, how would you like that, Mr. Inman?
14 Rather than me shutting down the record not having heard
15 anything from your side.

16 MR. INMAN: I would prefer that rather than --

17 JUDGE LUTON: I would think you would. Otherwise,
18 you lose your license.

19 MR. INMAN: Yes, sir.

20 JUDGE LUTON: How does that Bureau feel about
21 that?

22 MR. BERLIN: Well, but there has been no evidence
23 provided by the licensee in this case though. There are no
24 exhibits. The licensee itself has not provided any
25 exhibits, Your Honor. Everything was tied together even

1 though --

2 JUDGE LUTON: You're talking about a statement.

3 MR. BERLIN: A statement, yes.

4 JUDGE LUTON: Whereby Mr. Inman would state in
5 writing what this paper is, how it came about, have a
6 verification attached at the end of it and be prepared to be
7 examined on anything that you say by the Bureau. And have
8 Mr. Schult ready to say that, yes, this is his letter, he
9 knows what's in it, he believes what's in it, he's prepared
10 to defend anything that anybody wants to talk to him about
11 in this letter. That too ought to be stated in writing by
12 Mr. Schult. And to the extent that Mr. Schult is going to
13 rely on anything having to do with Mr. Stevens, you better
14 have Mr. Stevens ready to come in here too and speak for
15 himself. That's the best I can do. I don't know if the
16 Bureau is willing to go along with that or not.

17 MR. BERLIN: Well, it creates a number of
18 questions. For instance, you have already said that the
19 letter of Mr. Stevens would not be, you wouldn't accept. So
20 if that's not going to be, if you're not going to accept
21 that, then we don't need to cross examine Mr. Stevens. And
22 so --

23 JUDGE LUTON: I think I would. If I were the
24 Bureau, I'd like to talk to him.

25 MR. BERLIN: But if you --